



Nick



Is there a response regarding my comp plan?

Dec 12, 2019, 11:37 AM

Nick Porto. Give me a call.

Dec 20, 2019, 9:46 AM

I emailed you offer and severance. Please review and sign or comment.

Send to
budmiley@hotmail.com I
have new and have to have
Allan set up cbd email

Can you confirm that email address?

Budmiley@hotmail.com

Delivered





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If you have any proposal you would like Shamam to consider, please forward the same to me.

Regards,

Nick

On Fri, Dec 27, 2019 at 10:44 AM

Nick Porto <nporto@portolaw.com>

wrote:

Bud: I have not heard from you regarding the attached agreements. Just a reminder that you presently have no employment relationship with Shaman

Subject: Proposed Agreements

Bud: please see the attached per our conversations.

Thank you.

Nick

CONFIDENTIAL NOTICE: This email and any attachments are for the exclusive and confidential use of the intended recipient. If you are not the intended recipient, please do not read, distribute or take action in reliance upon this message. If you have received this in error, please notify us immediately by return email and promptly delete this message and its attachments from your computer system. We do not waive attorney-client or work product privilege by the transmission of this message.

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Nicholas Porto
THE PORTO LAW FIRM
1600 Baltimore, Suite 200A
Kansas City, Missouri 64108
(816) 463-2311 (office)

I have had several meetings with Vince Sanders since your proposal and again met with him last night witnessed by Ricky Lopez. I discussed my suggestions with Vince and some were agreed upon. I will not send anything to you or speak to you unless I retain an attorney as you are very condescending and have already told me that you are going to advise Vince to reject any offer other than what you prepared. I have never communicated with an attorney that appears to have an agenda and won't start now.

Vince Sanders can update you on what we have discussed.

All the best,
Bud Miley

Get Outlook for iOS

From: Nick Porto <nporto@portolaw.com>
Sent: Friday, January 10, 2020 10:36:03 AM
To: budmiley@hotmail.com <budmiley@hotmail.com>; Sean Pickett <swp@kclawoffice.com>; Vince Sanders <vince@cbdamericanshaman.com>; Leigh Geither <lgeither@cbdamericanshaman.com>
Subject: Re: Proposed Agreements

Dear Bud: as you have yet to comment on the agreements previously provided to you, I must inform you that any offers previously made to you by Shaman are withdrawn, effective immediately. As I explained to you on December 27, 2019, you have no status with Shaman Botanicals and/or its affiliated entities. No further payments of any kind are forthcoming. You have no authority to make representations on behalf of Shaman or enter any Shaman properties.

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Nick

On Fri, Dec 20, 2019 at 9:54 AM Nick Porto <nporto@portolaw.com> wrote:

Bud: per your request, I am sending this to your hotmail email address. Thanks,

Nick

----- Forwarded message -----

From: Nick Porto <nporto@portolaw.com>

Sean-

Wow. I told Vince I was feeling like Jerry the lawyer and now I guess that has been confirmed. Just three questions:

- 1) Vince told me I was being paid today. Is that still happening?
- 2) Vince said he was paying the Healthy Hemp Farm staff today. Is that still happening?
- 3) Should I still try and get International business for Shaman.
- 4) Am I officially terminated with or without cause as President of Franchise Systems? If I am terminated for cause what was the cause?

Thank you in advance for your response:

All the best,
Bud Miley

From: Sean Pickett Attorney <swp@kclawoffice.com>

Sent: Friday, January 10, 2020 11:22 AM

To: Nick Porto

Cc: Bud miley; Vince Sanders; Leigh Gelther; jamie@cbdamericanshaman.com

Subject: Re: Proposed Agreements

Bud- All business, if any, with Shaman group(s) will be in writing in the case of all business arrangements going forward. Whether that is with you or anyone else. Vince, has not agreed to anything with you in your unscheduled meeting with him in the parking lot. If you do not want to move forward through Vince's lawyer(s) then you should hire a lawyer and make a proposal through your attorney. As of now, you are not to trespass on shaman property or to contact Vince sanders on any business topic as he and his companies are represented by outside counsel Nick Porto for all things dealing with Bud Miley. Should you trespass upon shaman offices and or property or personal property of Vince Sanders you may be subject to trespass. Respectfully, Sean Pickett. General Counsel for shaman botanicals, CBD American Shaman, and American Shaman Franchise systems, LLCs, as well as personal Attorney for these purposes for Vince Sanders.

Sent from my iPhone

On Jan 10, 2020, at 11:02 AM, Nick Porto <nporto@portolaw.com> wrote:

Bud, the email I sent you today to which you responded was approved, verbatim and in its entirety, by Vince Sanders. Contrary to your assertions, Mr. Sanders has not agreed to anything you have proposed. Again, you have no present status with Shaman or its related entities. I have no agenda and am instead following the direction to me given to me by Mr. Sanders.

If you have questions, please let me know.

Nick

On Fri, Jan 10, 2020 at 10:50 AM Bud miley <budmiley@hotmail.com> wrote:

Nick,

Fwd: Proposed Agreements

Bud miley <budmiley@hotmail.com>

Wed 11/11/2020 4:34 PM

To: Bud miley, <budmiley@hotmail.com>

Get Outlook for iOS**From:** Sean Pickett Attorney <swp@kclawoffice.com>**Sent:** Wednesday, January 15, 2020 5:12 AM**To:** Bud miley**Cc:** Vince Sanders; nporto@portolaw.com; lgelther@cbdamericanshaman.com;
ricky@cbdamericanshaman.com**Subject:** Re: Proposed Agreements

Bud - It can not be more clear than stated in Nick's last e-mail. You have no affiliation with the companies at this time. You have chosen to not sign the separation agreement, nor the second agreement, that were offered you. The time to have done so has now run and Vince withdrew the offers. Your handling of the situation has run its course with Vince and there are no payments, commissions or benefits owed you by the companies under any agreements. Should you wish to propose an agreement for Vince's review have an attorney draft it and send to me and Nick for our communication to Vince with it. You are reminded that Vince and the companies are represented by counsel and all communications should be directed to me or Nick Porto. Respectfully, Sean Pickett.

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On Jan 14, 2020, at 11:49 AM, Bud miley <budmiley@hotmail.com> wrote:

Sean

You asked me to only communicate in writing. Will you be answering my 4 questions from previous email?

Also, will I still be getting my 10% commission on International orders as promised by Vince on several occasions?

Thank you for your anticipated response

Bud Miley

Get Outlook for iOS**From:** Bud miley <budmiley@hotmail.com>**Sent:** Friday, January 10, 2020 12:53:10 PM**To:** Sean Pickett Attorney <swp@kclawoffice.com>**Cc:** Vince Sanders <vince@cbdamericanshaman.com>**Subject:** Re: Proposed Agreements

Get Outlook for iOS

From: Sean Pickett Attorney <swp@kclawoffice.com>

Sent: Wednesday, January 15, 2020 6:12 AM

To: Bud miley

Cc: Vince Sanders; nporto@portolaw.com; lgeither@cbdamericanshaman.com; ricky@cbdamericanshaman.com

Subject: Re: Proposed Agreements

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Date: Fri, Dec 20, 2019 at 9:45 AM

Subject: Proposed Agreements

To: Bud Miley <bud@cbdamericanshaman.com>, Sean Pickett

<swp@kclawoffice.com>, Leigh Geither <lgeither@cbdamericanshaman.com>, Vince Sanders <vince@cbdamericanshaman.com>

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Nicholas Porto

THE PORTO LAW FIRM
1600 Baltimore, Suite 200A
Kansas City, Missouri 64108
(816)-463-2311 (office)
(913)-302-7945 (mobile)
(816)-463-9567 (fax)
www.portolaw.com

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